

**EXHIBIT “1”**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X  
RS OLD MILLS RD, LLC,

Plaintiff,

-against-

SUFFERN PARTNERS, LLC.

Defendant.  
-----X

TO THE ABOVE NAMED DEFENDANTS:

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: April 13, 2020

**MARCUS & ZELMAN, LLC**

By: /s/ Yitzchak Zelman  
Yitzchak Zelman, Esq.  
Attorney for Plaintiff  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712  
(347) 526-4093

To:  
SUFFERN PARTNERS, LLC  
1449 57TH STREET  
BROOKLYN, NEW YORK, 11219

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X

RS OLD MILLS RD, LLC,

COMPLAINT

Plaintiff,

Index No:

-against-

SUFFERN PARTNERS, LLC,

Defendant.

-----X

Plaintiff, RS OLD MILLS RD, LLC, by their attorneys Marcus & Zelman, LLC, as and for its  
complaint against Defendant SUFFERN PARTNERS, LLC, alleges the following:

1. Plaintiff RS OLD MILLS RD, LLC is a limited liability company, organized and existing under the laws of New York.
2. Defendant SUFFERN PARTNERS, LLC is a limited liability company, organized and existing under the laws of New York, with its registered address for service of process listed as 1449 57th Street, Brooklyn, New York, 11219
3. Venue is properly placed in this County pursuant to CPLR 507, as this is an action in which the judgment demanded would affect the title to, and the possession, use or enjoyment of, real property situated in this county.
4. Plaintiff repeats and realleges the preceding paragraphs of this complaint with the same force and effect as if herein set forth at length.
5. On or about September 6, 2017, Plaintiff entered into a written contract of sale with Defendant whereby Defendant agreed to purchase from Plaintiff the developed real property situated in Villages of Suffern, New York and Montebello, New York, comprised

of three parcels described as follows: (i) Parcel A – three plots of land; (ii) Parcel B – four plots of land; and (iii) Parcel C – two plots of land, having the addresses of 25 Old Mill Road, in the Town of Ramapo, Village of Suffern and 19 Hemion Road in the Village of Montebello (collectively hereinafter referred to as the “RS Old Mill Road Property”).

6. The purchase price of the property was Thirty Million Dollars (\$30,000,000).
7. Despite the passage of nearly three years, Defendant has never paid Plaintiff a single penny of this purchase price.
8. Instead, Defendant has taken possession, ownership and control of the Plaintiff's property, without granting any consideration for the conveyance of this property.
9. Plaintiff therefore brings this action seeking recovery of its property.

#### **FIRST CAUSE OF ACTION**

##### **(Conversion)**

10. Plaintiff reiterates the allegations contained in the preceding paragraphs as if more fully set forth below.
11. Plaintiff had a possessory right of ownership over the RS Old Mill Road property, which was owned outright by Plaintiff.
12. Defendant has wrongfully exercised dominion, ownership and control over the subject premises, in derogation of the Plaintiff's ownership interests, by agreeing to pay the Plaintiff \$30,000,000 in exchange of the property and then refusing to tender the purchase price.
13. The Plaintiff has been harmed by the loss of its ownership rights in the subject premises.

14. Wherefore, Plaintiff is entitled to a Judgment, returning the RS Old Mill Road property back to the Plaintiff, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper.

**SECOND CAUSE OF ACTION**

**(Rescission)**

15. Plaintiff repeats, reiterates and realleges, and hereby incorporates, each and every allegation heretofore set forth herein, with the same force and effect as though more fully set forth herein at length.

16. As set forth above, Plaintiff agreed to sell the RS Old Mill Road property to the Defendant for Thirty Million Dollars (\$30,000,000).

17. Defendant has not paid any of the purchase price to the Plaintiff, instead taking over possession of the Plaintiff's property without giving a dollar in return.

18. Defendant's failure to pay the any part of the \$30,000,000 purchase price to Plaintiff, while maintaining control over the Plaintiff's property was both material and willful.

19. Plaintiff has received no other benefit from Defendant in exchange for the Plaintiff's property.

20. Wherefore, Plaintiff is entitled to a Judgment, returning the RS Old Mill Road property back to the Plaintiff, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper.

**THIRD CAUSE OF ACTION**

**(Declaratory Judgment To Quiet Title)**

21. Plaintiff repeats, reiterates and realleges, and hereby incorporates, each and every allegation heretofore set forth herein, with the same force and effect as though more fully set forth herein at length.
22. As set forth above, Plaintiff is the owner of the developed real property situated in Villages of Suffern, New York and Montebello, New York, comprised of three parcels described as follows: (i) Parcel A – three plots of land; (ii) Parcel B – four plots of land; and (iii) Parcel C – two plots of land, having the addresses of 25 Old Mill Road, in the Town of Ramapo, Village of Suffern and 19 Hemion Road in the Village of Montebello (collectively hereinafter referred to as the “RS Old Mill Road Property”).
23. Plaintiff obtained ownership of these properties on September 5, 2017 as the result of a deed transfer of these properties to Plaintiff from an entity named RS Old Mill, LLC.
24. As set forth above, Plaintiff agreed to sell the RS Old Mill Road property to the Defendant for Thirty Million Dollars (\$30,000,000).
25. Defendant has not paid any of the purchase price to the Plaintiff, instead taking over possession of the Plaintiff’s property without giving a dollar in return.
26. Despite not paying a dollar of the agreed purchase price, Defendant claims that it is now the owner of the RS Old Mill Road property.
27. Wherefore, Plaintiff is entitled to a Judgment, returning the RS Old Mill Road property back to the Plaintiff, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper.

**FOURTH CAUSE OF ACTION****(Breach Of Contract, Pled In The Alternative)**

28. Plaintiff repeats, reiterates and realleges, and hereby incorporates, paragraphs 1-8, with the same force and effect as though more fully set forth herein at length.
29. As set forth above, Plaintiff and Defendant entered into an agreement for the sale of the Plaintiff's RS Old Mill Road property in exchange for Thirty Million Dollars.
30. Defendant breached this agreement, by failing to pay a single dollar of this purchase price.
31. As a result of the Defendant's breach, the Plaintiff has been harmed.
32. Wherefore, Plaintiff is entitled to a Judgment, in the amount of \$30,000,000, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper.

**WHEREFORE**, Plaintiff demands judgment against the Defendant, as follows:

- (i) on the first cause of action, awarding Plaintiff a Judgment, returning the RS Old Mill Road property back to it, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper; and
- (ii) on the second cause of action, awarding Plaintiff a Judgment, returning the RS Old Mill Road property back to it, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper; and
- (iii) on the third cause of action, awarding the Plaintiff a Judgment declaring that Plaintiff is the sole and lawful owner of the RS Old Mill Road property and forever barring Defendant from asserting its interest in this property, together with additional monetary damages, attorneys fees, punitive damages, and such other and further relief as this Court deems just and proper; and
- (iv) on the fourth cause of action, awarding Plaintiff a Judgment in the amount of Thirty Million Dollars, together with additional monetary damages, attorneys fees,

punitive damages, and such other and further relief as this Court deems just and proper; and

Dated: April 13, 2020

**MARCUS & ZELMAN, LLC**

By:       /s/ Yitzchak Zelman        
Yitzchak Zelman, Esq.  
Attorney for Plaintiff  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712  
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SUPREME COURT OF THE STATE OF NEW YORK  
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Plaintiff,

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SUFFERN PARTNERS, LLC,

Defendant.

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**SUMMONS AND COMPLAINT**

I hereby affirm, pursuant to the requirements of NYCRR 130-1.1, that the within is not frivolous, nor frivolously presented.

Dated: April 13, 2020

**MARCUS & ZELMAN, LLC**

By: /s/ Yitzchak Zelman  
Yitzchak Zelman, Esq.  
Attorney for Plaintiff  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712  
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